

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF LEESBURG
AND
THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION
RELATING TO
CITY OF LEESBURG PAVEMENT MANAGEMENT PROGRAM**

THIS AGREEMENT relating to the City of Leesburg Pavement Management Program is entered into between **THE CITY OF LEESBURG, FLORIDA**, a municipal corporation duly organized and existing under the laws of the State of Florida ("CITY"), and the **LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION ("MPO")**.

RECITALS

WHEREAS, the Lake-Sumter Metropolitan Planning Organization (MPO) was created through interlocal agreement in 2003, and is responsible for managing a continuing, cooperative, and comprehensive transportation planning process for Lake and Sumter counties and their municipalities; and

WHEREAS, a Pavement Management Program is the process by which a county or municipality oversees the maintenance and repair of its roadway network; and

WHEREAS, the CITY supports a Pavement Management Program to provide safe driving conditions, to extend the life of CITY maintained roadways and to avoid costly or unnecessary repairs; and

WHEREAS, the CITY conducts an evaluation and inventory of pavement and striping condition of all CITY maintained roadways on a periodic basis to create and update a list of candidate roadway preservation and rehabilitation projects; and

WHEREAS, the CITY prioritizes the candidate projects using criteria that address the urgency of the need for resurfacing or repair, and then applies its allocated budget for resurfacing or repair to the prioritized list of projects; and

WHEREAS, the CITY recognizes that the need for pavement management is greater than can be met by available funds and therefore the prioritization process for funding must be fair and equitable; and

WHEREAS, the CITY has asked the MPO to assist in the management and implementation of its Pavement Management Program, which will include development of a project prioritization process for the allocation of resurfacing funds by an MPO consultant and the consultant's creation of a "Route System" within GIS; and

WHEREAS, at this time, the CITY and the MPO desire to reduce their agreement to a writing as stated herein;

NOW, THEREFORE, in consideration of the promises, mutual covenants and conditions contained herein, the CITY and MPO hereby covenant and agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct, and incorporated herein.
2. **Purpose.** The purpose of this Agreement is for MPO to assist with the provision of continuing support services related to the CITY'S 2014 Pavement Management Program and the use of the MicroPAVER software system to help plan and track the CITY's pavement resurfacing and maintenance program, via a separate agreement with an MPO on-call engineering consultant.
3. **Cost of Services.** The CITY agrees to pay all costs of the Pavement Management Program services to be provided to CITY via the MPO's consultant, in an amount that shall not exceed Thirty-eight Thousand Five Hundred Eighty Dollars and 00/100 Cents (\$38,580.00), as generally outlined in **Exhibit "A"**. In addition, the parties agree that MPO shall be compensated for its management services at a cost of five percent (5%) for all tasks in an amount not to exceed One Thousand Nine Hundred Twenty-nine Dollars and 00/100 Cents (\$1,929.00).
4. **MPO Obligations.**
 - A. The MPO shall serve as Program Manager for continuing support services for the CITY's Pavement Management Program. As Program Manager, the MPO shall review deliverables and invoices provided by the consultant for conformity to the Scope of Services attached hereto and incorporated herein as **Exhibit "A."**
 - B. The MPO shall ensure that all invoices reflect the percentage completion of the Scope of Services attached hereto and incorporated herein as **Exhibit "A,"** shall add the cost of its management services as provided in Section 3 of this Agreement, shall transmit invoices and deliverables, upon completion, to CITY on a monthly basis, and shall receive and process all payments from the CITY.
 - C. The general MPO point of contact for this Agreement is:
Pamela Richmond, AICP
MPO Project Manager
Lake-Sumter MPO
1616 South 14th Street
Leesburg, FL 34748
352-315-0170
prichmond@lakesumtermpo.com
5. **CITY Obligations.**
 - A. The CITY shall provide the MPO with any additional data and information requested in order to facilitate the Pavement Management Program.

- B. The CITY shall promptly review the deliverables and invoices provided pursuant to the Scope of Services attached hereto and incorporated herein as **Exhibit "A,"** and shall provide direction to the MPO as needed.
- C. In accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, the CITY shall reimburse the MPO for all services rendered by the MPO and the MPO's consultant pursuant to Section 3 of this Agreement and the Scope of Services attached hereto and incorporated herein as **Exhibit "A."**
- D. The general CITY point of contact for this Agreement is:
D.C. Maudlin
City of Leesburg
Director Public Works
550 South 14th Street, Leesburg, FL 34748
dc.maudlin@leesburgflorida.gov

6. Effective Date, Term and Termination.

- A. This Agreement shall become effective upon the first day following execution by both parties. The initial term of the Agreement shall be for one (1) year from the effective date. The parties shall have the option to extend the term of the Agreement for one (1) additional six (6) month period.
- B. Either party may terminate this Agreement with or without cause upon thirty (30) days advance written notice to the other party; however, upon termination of the Agreement pursuant to this section, the CITY shall reimburse the MPO for all services rendered by the MPO and the MPO's consultant prior to the MPO receiving notice of the termination.
- C. Any termination notice under this section shall be sent to:

For the CITY:

Public Works Director
City of Leesburg
550 South 14th Street
Leesburg, FL 34748

For the MPO:

Executive Director
Lake-Sumter MPO
1616 South 14th Street
Leesburg, FL 34748

Interlocal Agreement between Lake-Sumter MPO and the City of Leesburg for Pavement Management Program Services

- 7. Modification.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 8. Scope of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: CITY through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2014, and MPO through its Chairman, authorized to execute the same by action of its Governing Board on the _____ day of _____, 2014.

CITY

CITY OF LEESBURG, FLORIDA

John Christian, Mayor

Attest:

_____, City Clerk

Approved as to Form and Legality:

Fred A. Morrison
City Attorney

MPO

**LAKE-SUMTER METROPOLITAN
PLANNING ORGANIZATION**


Sean Parks, Chairman

This 20th day of February 2014




Susan Goldfuss
Executive Assistant

Approved as to Form and Legality:

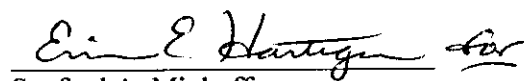

Sanford A. Minkoff
MPO Attorney

Exhibit "A"
Consultant Scope, Schedule and Fee
City of Leesburg
Pavement Management Program

PROJECT DESCRIPTION

Consultant will assist the City of Leesburg by providing continuing support services related to the use of the MicroPAVER software system to help plan and track the City's Pavement Management Program.

Scope of Services

Task 1 - Pavement Management Database Development

Task 1.1 Software

Software licensed to the Consultant will be used to develop the database. Consultant will not provide the City with licensed copy of the MicroPAVER software.

Task 1.2 Database Development

Consultant will attend a Project Initiation Meeting with the City to review the scope and schedule, discuss the details of the data collection effort, and gather all available sources of information, starting with the current PASER database, to develop the initial pavement management database. The database will be developed from City maintained street lists, historic paving and maintenance records, and available GIS data.

Task 1.3 Field Data Collection

Consultant will then perform pavement distress evaluations for the entire City road network, consisting of approximately 85 centerline miles. The ratings will be based on the extent and severity of 20 classes of distresses in the field. The condition data will be entered into the City's new MicroPAVER pavement management database. The data will be collected by experienced technicians, and a minimum of 10% of the data collected will be field checked by senior level pavement engineer/technologist for quality assurance. The data is also reviewed in-office to confirm completion and database integrity.

Task 1 Deliverables: Completed MicroPAVER database with pavement evaluation data for full City road network.

Task 2 – Meetings, Analysis, Report & Presentation

Task 2.1 System Configuration Meeting

Consultant will attend a "system configuration" meeting to review the results of the pavement evaluations, to review preliminary system generated results, and to discuss the configuration of the pavement management system. The primary focus will be to set the systematic application of various pavement rehabilitation and maintenance methods to roads of all conditions based on criteria in the pavement database. The agreed upon criteria will be used to build a project decision criteria table or "strategy table" that will drive the project selection modeled by the pavement management system.

Task 2.2 Analysis

The cost of each pavement maintenance or rehabilitation treatment included in the project decision table will also be discussed so that a unit cost per square yard can be developed for each repair alternative, for accurate pavement budget analysis. At this meeting, the City will also provide information on its current funding levels and direct Consultant on the various funding levels and durations that should be analyzed and reported.

Task 2.3 Report

Consultant will write a project summary report. The report will display the results of the pavement condition surveys, summarizing the road network in terms of Pavement Condition Index, and Cost Backlog of work. For the report, Consultant will analyze up to five budget scenarios, and report on the projected change in overall conditions for comparison and determination of the appropriate budgeting level. The report will also include a brief background on pavement management concepts, the process undertaken in this project, and recommendations for the City in continuing its implementation of pavement management.

Task 2.4 Presentation

Consultant will also present this information at a Public Meeting. Consultant will develop a presentation of the information described in the report. City staff will review the PowerPoint presentation and request modifications prior to the date of the presentation.

Task 2 Deliverables: Database configuration including unit cost data to establish project selection criteria; project report summarizing condition data and analysis of funding scenarios; public presentation of study results.

Task 3 – GIS Integration

Task 3.1 Web-based GIS Map

Consultant will develop a web-based GIS map containing each street in the database and the attributes associated with each pavement section. The map will be accessible through the internet and be a "read only" resource. Once completed, the MPO will host the map. Management and updating of the map will not be included in this scope.

Task 3 Deliverable: Web-based GIS Map ready for upload to MPO website.

Task 4 – Develop Five-Year Pavement Management Plan

Task 4.1 Five-Year Pavement Management Plan

Consultant will work with the City to develop a five-year strategic rehabilitation and maintenance plan, prioritizing projects based on various attributes such as Average Daily Traffic and Pavement Condition Index as well as other important considerations identified by the City. These attributes will be entered into a weighted equation to calculate a "Benefit Value" for each pavement section to be used to help select future projects.

Task 4 Deliverable: Five-year pavement management plan.

Task 5 Support

Task 5.1 Support

Consultant will provide up to 10 hours of pavement management support to the City Support may be provided via phone, email, or on-site visits (travel time and expenses apply).

Task 5 Deliverable: 10 hours of system support

Fee

Consultant will perform the scope of services described above for the following lump sum fee:

Tasks	Fee
Task 1	
1.1 Software	\$0.00
1.2 Project Initiation Meeting and Database Development	\$6,500
1.3 Field Data Collection	18,850
Task 2	
2.1 System Configuration Meeting, 2.2 Analysis, 2.3 Report, 2.4 Presentation	6,000
Task 3	
3.1 Web-based GIS Map	1,080
Task 4	

4.1 Five-Year Pavement Management Plan	4,800
Task 5	
5.1 Support	1,350
Estimated Total	\$38,580

Schedule

Consultant will perform the preceding scope of work in compliance with following schedule of major deadlines, or as soon after the Completion Dated noted below as possible.

Milestone	Completion Date*
Notice to Proceed	March 14, 2014
Project Initiation Meeting	March 21, 2014
Initial Database Development & GIS Integration	April 21, 2014
Data Collection, Entry, and Quality Assurance	June 20, 2014
System Configuration Meeting	June 27, 2014
Analysis and Report	July 25, 2014
Public Presentation	As required by City, not earlier than July 25, 2014
*Completion dates contingent on Notice to Proceed date	

HOURLY RATES & TOTAL ESTIMATED FEE

Consultant's hours per task in the table shown below are an estimate for applicable staff classifications. The client will be billed on a Task basis in accordance with the above Scope of Services with a value of \$36,265.00 plus applicable direct expenses. Direct expenses are estimated not to exceed \$2,315.00 for a total contract value not to exceed \$38,580.00.

Staff / Title	Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Total/Staff
Project Manager	\$145	8	8		4		\$2,900
Project Engineer	\$135	24	16	2	18	10	\$9,450
GIS/Pavement Management Specialist	\$115	32	16	7	14		\$7,935
Technician 2	\$85	180	8				\$15,980.00
		Total Fee Estimate					\$36,265
Hours by Task		244	48	9	36	10	347
Estimated Direct Expenses							
Mileage							\$1,815
Printing							\$500
Total Contract Value							\$38,580